

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

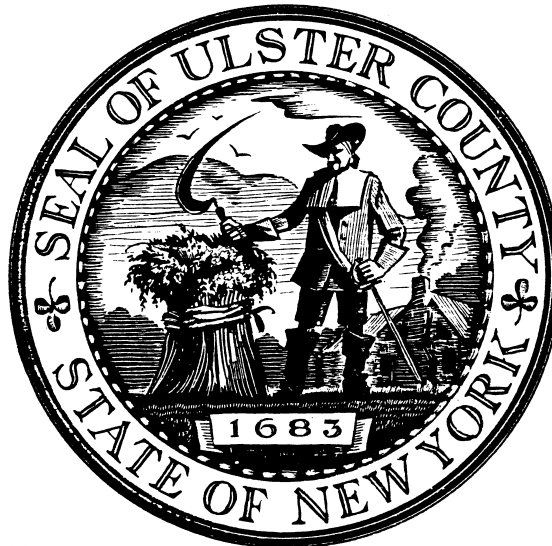
THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 1

**COUNTY OF ULSTER  
REQUEST FOR PROPOSALS**



**RFP-UC13-61**

**City of Kingston Broadway Corridor Conceptual Design Plan**

**ULSTER COUNTY PURCHASING DEPARTMENT  
ROBIN L. PERUSO, CPPB  
DIRECTOR OF PURCHASING  
310 FLATBUSH AVE  
KINGSTON, NY 12401**

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 2



**RECEIPT CONFIRMATION FORM**

**RFP NAME:** **City of Kingston Broadway Corridor Conceptual Design Plan**

**RFP NUMBER:** **RFP-UC13-61**

To ensure being advised of all addenda and other communications regarding this Request for Proposal (RFP) complete and return this confirmation form within five (5) business days from receipt of this proposal to:

Robin Peruso, CPPB, Director of Purchasing  
Ulster County Purchasing Department  
310 Flatbush Avenue, 3<sup>rd</sup> Floor  
Kingston, NY 12401-2742  
Phone: 845-340-3400 Fax: 845-340-3434

Failure to return this form may result in no further communications regarding this RFP.

**PRINT CLEARLY**

Responder Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ We will submit a proposal

\_\_\_\_\_ We will not submit a proposal for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_

Buyer: RJF

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 3

**REQUEST FOR PROPOSAL**

**DATE:** September 30, 2013

**NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:**

**RFP NAME: City of Kingston Broadway Corridor Conceptual Design Plan**

**RFP NUMBER: RFP-UC13-61**

**MAIL PROPOSAL TO:** Ulster County Purchasing  
310 Flatbush Avenue  
Kingston, NY 12401-2742

**Questions Due By:** October 17, 2013

**SUBMISSION DATE:** October 30, 2013 by 5:00 pm

**CONTACT PERSON:** Reneé Frasch, Associate Buyer  
Ph: 845-340-3999 Email: [rfra@co.ulster.ny.us](mailto:rfra@co.ulster.ny.us)

PROPOSALS **MUST** BE SUBMITTED IN A **SEALED** ENVELOPE OR PACKAGE.

PRINT (ON THE FACE OF ENVELOPE): 1) NAME & ADDRESS OF COMPANY  
2) RFP NAME & NUMBER

It is the responder's responsibility to read the attached RFP Specifications.

**By: Robin L. Peruso, CPPB**  
**Director of Purchasing**

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 4

**REQUEST FOR PROPOSAL**

**1.0 Objective, Plan Effort, Consultant Team and Scope of Services**

**1.1 Objective:**

Ulster County (the “County”) as host to the Ulster County Transportation Council (UCTC) is issuing this Request for Proposal (RFP) for a consultant to develop a Broadway Corridor Plan (“the Plan”) that includes design concepts to improve mobility, accessibility, and safety for pedestrians, bicyclists, and motorists along and adjacent to a 0.8 mi. section of Broadway in the City of Kingston, NY. The Plan will be consistent with complete streets concepts, as well as community goals and expectations. The Plan will be developed in conjunction with and supplemental to the current efforts to update the City’s Comprehensive Plan.

**1.2 Plan Effort:**

The Plan will provide specific recommendations and design concepts including planning level cost estimates that will create the most effective transportation improvements and land use to spur economic development along the Corridor and ensure a safe and efficient transportation experience for all users. Included in the scope of services are requirements for analysis of existing conditions and the identification of critical Corridor components that impact the transportation system, including land use and current transportation infrastructure. The Plan will include the development of concept plans and planning level cost estimates. The planning effort will engage the public, stakeholders, and elected officials early on in the process and maintain that engagement throughout the duration of the project to ensure that all parties have a voice in the outcome.

## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

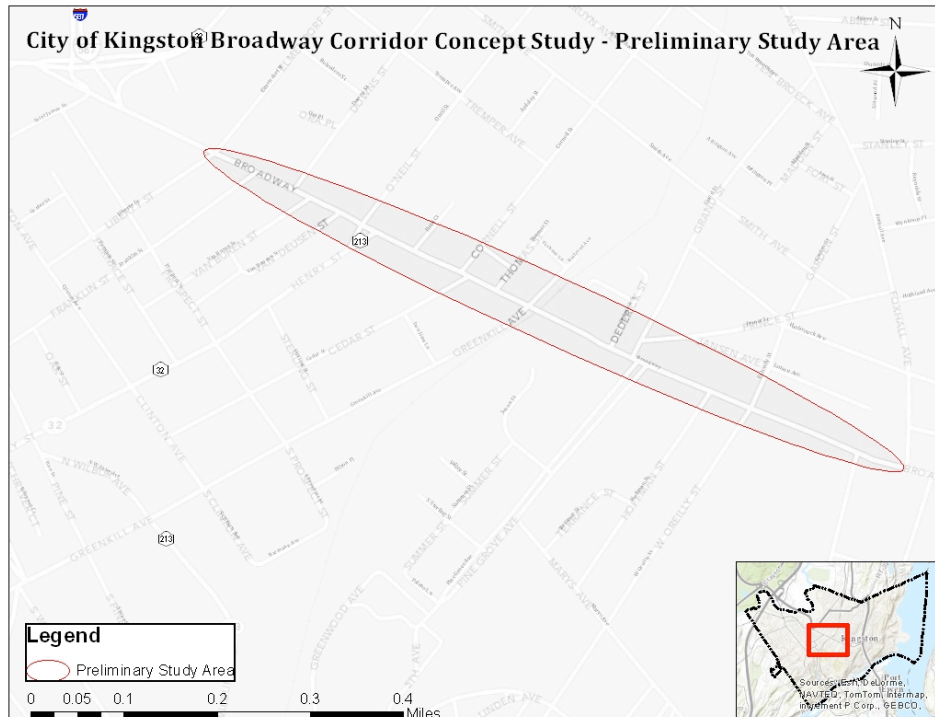
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 5

**Plan Area:** The section of the Corridor covered by the Plan is a 0.8 mile area of Broadway from Kingston Hospital (Foxhall Avenue) to the area near the Interstate 587 (I-587) intersection at Albany Ave (Elmendorf & Liberty Streets) as shown below. Proposers should identify any concerns or recommendations regarding the plan area.



**Existing Data and Plans:** Proposers should be familiar with the City's current plans and planning efforts as well as UCTC data that is available for the Corridor. Responses should clearly indicate the level of reliance on such data and the amount of additional work proposed as necessary to ensure that the objectives of the Plan can be met. Existing community plan information can be found at the following URL: <http://www.kingston-ny.gov/content/4463/5623.aspx>. UCTC information is available at <http://www.co.ulster.ny.us/planning/tdoc.html>. Proposers should be familiar with the Travel Time Survey for the Corridor, the I-587 Study, and various years of traffic count data available from UCTC. Proposers should also have knowledge of the City Engineers Office information within the Corridor, particularly traffic signal efforts in 1978 and 2000 as well as other roadway and sidewalk rehabilitation projects. Proposers should be familiar with Ulster County GIS datasets which will be made available as requested for the development of the Plan.

**Schedule:** The Study is anticipated to take no more than 14 months to complete from the time the contract is finalized. Proposers should include a schedule consistent with this

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 6

requirement and may propose a more aggressive schedule.

**1.3 Consultant Team and Approach**

The Ulster County Transportation Council (UCTC) encourages an innovative approach that provides the best means to work from the data gathering stage through concept design, alternatives exploration, and recommendations while achieving consensus among involved parties. Proposals may include revisions to the task list and approach if they clearly demonstrate how the approach meets the criteria. Proposers should be highly qualified and experienced in transportation/land use Corridor studies, exhibit a strong background in public outreach and community consensus building, and be able to demonstrate completing similar work on time and within budget.

**1.4 Scope of Services Requested:**

The following scope of services has been developed as the minimum necessary to complete the plan successfully. Proposers may include alternatives for consideration by the Selection Committee if they demonstrate that these meet or improve the ability of the project to meet its objectives.

**Task 1: Plan Coordination and Public Outreach:**

The development of the Plan will be managed by the Ulster County Transportation Council. Direction and technical assistance for the Plan will be coordinated with applicable UCTC members and the officials and stakeholders from the City of Kingston with the formation of a Technical Advisory Committee (TAC). Proposals should respond to the need to develop consensus among these parties as well as how to effectively interact with the UCTC to ensure the necessary information is forthcoming and the issues are addressed. General assumptions for Plan coordination include:

- A Project Manager must be identified by the successful proposer and this person must be available for the duration of the project.
- Consultant-led TAC meetings will occur at critical work product and decision points in the development of the Plan for a maximum of five (5) meetings during the course of the project. The meetings will take place either at the offices of the Ulster County Planning Department or at another location in the City of Kingston. Some of these meetings and additional technical discussions may be convened using a multi-party conference call service, if approved by the County. The Consultant will coordinate meetings of the TAC.

## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 7

- Consultant-led TAC conference calls will take place twice per month to update participants on the progress of the project, confirm data assignments, and/or assist providing direction to the consultant
- A minimum of two public meetings and one public presentation to City Officials shall be included. The Consultant will be responsible for all public outreach material including presentation boards, handouts, flyers, etc., and will staff the meetings as deemed adequate by UCTC.
- A project web page will be maintained by UCTC and the Consultant will provide material and plan elements for posting.
- A minimum of three project newsletters will be prepared as directed by the TAC.

**Task 1 Deliverables:** Proposers should provide a list of deliverables for Task 1 that includes items such as meeting schedules, criteria for members of advisory groups, materials for website development, presentations, update memos, technical reports, meeting summaries, newsletters, etc.

### **Task 2: Documentation of Existing Conditions and Community Goals:**

This task will examine the existing transportation conditions and land use within the Corridor and allow the Consultant's team the opportunity to begin integration of the current City and UCTC Plans into the Corridor Plan framework as applicable:

1. Existing Conditions - Analyze available traffic data (e.g. motor vehicle/truck volumes, event-based variations, levels of service (LOS), speed, intersection capacity, accidents/crashes, etc.) and conduct additional traffic data gathering necessary for the development of the Plan. If needed, the Consultant shall undertake additional traffic studies to collect data essential to the project. UCTC has extensive traffic counts for the Corridor. Any additional counts should be noted and included in the proposal. UCTC's ongoing contract with Tri-State Traffic Monitoring, Inc. may be utilized for these counts as needed. Consultant shall perform a physical inventory including ADA and pedestrian accommodations, traffic control signs, and pavement markings throughout the Corridor.
2. Observe and record pedestrian, bicyclist, and vehicular circulation patterns.
3. Evaluate existing pedestrian and bicycle facilities and amenities (e.g. sidewalk capacity, locations, condition, ownership/maintenance responsibilities) and provide data on the pedestrian and bicyclist use in the Corridor.
4. Analyze and assess on-street and municipal off-street parking capacity and use.
5. Analyze information on planned transportation improvements and land use developments as proposed in the Corridor including inventory of current land use, ownership and public resources that will have a bearing on potential project

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 8

recommendations and implementation measures. This is not intended to be an exhaustive analysis.

6. Project future traffic volumes for major roadways serving the plan area based on traffic, demographic, and market trends.
7. Review existing resources – particularly the City’s ongoing Comprehensive Plan update, Kingston 2025 (<http://www.kingston-ny.gov/content/4463/default.aspx>) and “BEAT” initiative (Business, Entertainment, Arts, Technology) – and document the community goals and expectations for the plan area. The community goals and expectations will be re-affirmed at the first public meeting and, if necessary, modified. The TAC will play a central role in identifying relevant existing resources.
8. Obtain other key information as necessary, including relevant anecdotal information, which may materially benefit plan decision-making.

Proposers are encouraged to distinguish between the above steps and procedures that are vital and which may be ancillary to ensuring sound outcomes. Similarly, additional steps or procedures may be included.

**Task 2 Deliverables: Technical Memorandum 1 (TM1): Existing Conditions and Community Goals:** This memorandum will provide the detail of existing conditions noting critical intersections, current Corridor roadway sections, important traffic generators, parking capacity analysis, transit service, and areas of congestion.

**Task 3: Needs and Opportunities Assessment:**

Based on the data and information gathered under Task 2, this task will assess specific physical, operational, design, and policy needs and opportunities relevant to meeting the objectives of the Plan.

The first of two (2) public meetings will be conducted as part of this task.

**Task 3 Deliverables: Technical Memorandum 2 (TM2): Needs and Opportunities Assessment:** This memorandum will build on TM1 and is anticipated that the format will be largely graphic illustrating the needs in the Corridor and beginning the process of identifying potential solutions. TM2 will provide the basis for public meeting #1. The TAC will evaluate the opportunities identified and provide guidance to arrive at recommendations for analysis as part of the draft Plan. A public presentation shall also be developed as part of this Task and made available to the TAC prior to public meeting #1.



**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 9

**Task 4: Draft Plan with Recommendations:**

This Task will provide the draft plan and recommendations based on the work accomplished in the preceding Tasks.

1. Based on Tasks 1, 2, and 3, develop alternatives to improve the transportation system in the Corridor. Alternatives are likely to include intersections improvements, lane striping, signal timing, cross walks, traffic calming, wayfinding, streetscape and beautification improvements, bicycle lanes/complete street treatments, improved directional signage, and other control measures. Alternatives must support community goals and expectations that include anticipated land use changes.

Proposers should clearly articulate types of analysis and evaluations that are included in the proposal and how these will be sufficient to arrive at recommendations for the Corridor. Efforts that should be considered include:

- Develop and calibrate a traffic operations analysis model to forecast and evaluate traffic movements and flow;
  - Develop potential lane configurations (striping plans) and other operational improvement options for testing in the analysis model including physical signal modifications and potential timing plans for each alternative;
  - Evaluate options including LOS and speed/delay comparisons for each alternative to existing conditions;
  - Evaluate impact to side street operations;
  - Evaluate accident potential tradeoff's and safety countermeasures;
  - Evaluate options with increased volumes due to background traffic growth (if present) and determine failure mode volumes;
  - Identify recommended physical improvements and include those outlined in existing plans; and
  - Identify complete street options in the Corridor in particular provisions for cyclists and pedestrian crossings.
2. Based on input from the public and the TAC, identify a preferred alternative or series of recommendation and associated improvements. Proposers must include planning level estimates of overall cost, component costs, and associated assumptions for each improvement. Alternative and associated costs should be presented by phase (short-, mid-, and long-term) to facilitate efforts to secure funding.
  3. Provide a feasible implementation strategy that includes a phasing of the preferred concept components, identifies potential funding sources, and outlines how the City and other stakeholders could best position themselves to obtain such funding.

This Task includes conducting Public Meeting #2 to solicit input on the

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 10

recommendations.

**Task 4 Deliverable: Draft Plan with Recommendations:** This Task will result in a Draft Plan including an executive summary. The Plan will incorporate the needed elements of TM1 and TM2 to create a sense of the existing conditions and needs and opportunities in the Corridor as well as a vision for the future. The Draft Plan will provide a clear summary of the process utilized to arrive at the recommendations, the alternatives considered, and the alternative(s) recommended. Critical recommendations will be highlighted and priorities suggested including short and long term recommendations. The Draft Plan will be the subject of public meeting #2 and the Consultant will make a presentation to the TAC prior to the meeting.

**Task 5: Final Plan with Executive Summary**

Based on the second public meeting and final input from the TAC, the appropriate revisions will be made to the Draft Plan to produce a draft Final Plan.

The TAC will identify the appropriate City Board and the Consultant will present the draft Final Plan to the City Board. Final modifications, if any, will be made upon City Board comments on the draft Final Plan as directed by the Project Manager to result in a Final Plan.

**Task 5 Deliverable: Final Plan with Executive Summary**

The Task includes a draft Final Plan presentation to City officials and preparation of the Final Plan. Twelve (12) copies, one (1) unbound COLOR reproducible copy and one electronic copy of “Final Plan with Executive Summary”.

**Work Products and Deliverables:** Plan components must be easily understandable to those without a transportation/land use background and must impart sufficient detail to provide a clear direction for implementation including why, where, what, in what order, and how. The Plan shall be concise. Graphics and visualizations will be utilized and considered preferable to written descriptions for all Plan components including: charts illustrating key data characteristics, facility and other design concepts, photos of key project areas, locations of major recommendations, and graphic details of all improvement recommendations. The Plan should also provide easily accessed and clearly identified priorities and alternatives that illustrate tradeoffs among each. Recommendations and choices should be easily understood, context sensitive and easily accessible using web based or other access modes.

ALL DELIVERABLES must include two (2) unbound, reproducible color copies AND one (1) electronic file deliverable in both native format and pdf unless otherwise specified. All DELIVERABLES must be provided to the UCTC and the City of Kingston staff. Any web-based deliverables will be provided in a format discussed and agreed upon in advance.

## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 11

Final project closeout will require the submittal in digital form all project material produced for the Plan in an index form approved by the Planning Department.

### **2.0 FEDERAL PARTICIPATION**

- 2.1 The Plan will be financed in part through the United States Department of Transportation. Federal contracting requirements govern solicitation. The County of Ulster, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 2.2 Qualified Disadvantaged Business Enterprises (DBE) or teams are encouraged to submit proposals in response to this solicitation. Proposers who are not considered a DBE are encouraged to utilize DBE sub consultants where appropriate. A WBE/MBE does not qualify as a DBE under this solicitation.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 12

**3.0 PROPOSAL/SUBMITTAL RETURN DATE**

**3.1 RETURN CONFIRMATION FORM**

Immediately complete the Receipt Confirmation Form following the cover page of this RFP and fax to 845-340-3434 to the Ulster County Purchasing Department if you plan to submit a proposal. Failure to file this form with Ulster County Purchasing may result in no further communications regarding this RFP. In order to better evaluate the County's procedures, those deciding not to respond to the RFP are asked to please return the sheet with a short explanation of the reason(s) they will not respond.

**3.2 RETURN DATE & REQUIREMENTS**

Proposals must be received no later than **5:00 P.M. on October 30<sup>th</sup>** at the following address:

**Ulster County Purchasing  
Robin L. Peruso, CPPB, Director of Purchasing  
310 Flatbush Ave  
Kingston, NY 12401**

One **unbound** original, eight (8) photocopies, and one electronic copy (CD) of your proposal and other required documents containing your entire submission must be submitted, and must be sealed in an opaque envelope/package clearly marked on the outside with the name and number of the RFP, and the name and address of the proposer. All copies and the original document must be clearly identified as such. **The Original Document is defined as the copy containing the original ink signed signature pages.**

**Cost Proposal** – One (1) copy of the Proposer's fee shall be submitted in a **separate envelope marked "COST PROPOSAL" with the RFP name and number and shall be included with the original proposal – do not include this information with any of the copies.** The fee will include all items of labor, materials, travel, equipment and other costs necessary to fully provide the service. Fees will be broken down by task and title including hourly rate and hours necessary to complete the task and the project as a whole.

The proposer's name must appear on all cost proposal sheets.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 13

### **3.3 SUBMISSION CONDITIONS**

The proposal is the document upon which Ulster County will make its initial judgment regarding the proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to perform services.

Those submitting proposals do so entirely at their expense. There is no express or implied obligation by County of Ulster to reimburse a proposer for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

Submission of a proposal indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal.

Proposals will remain valid until the execution of a contract by Ulster County, unless otherwise rejected consistent with this RFP.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. The County of Ulster reserves the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional proposals. Ulster County reserves the right to reject any or all proposals.

The County of Ulster may, at any time by written notification to all proposers, change any portion of the RFP described and detailed herein.

### **3.4 GENERAL GUIDELINES**

The proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements as stated in this RFP. Nonconformance with the instructions provided in the RFP may result in an unfavorable proposal evaluation.

**The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the RFP requirements, but rather provide convincing rationale to address how the proposer intends to meet these requirements. Proposers shall assume that the County (1) has no prior knowledge of their facilities and experience, and (2) will base its evaluation on the information presented in the proposer's proposal.**

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 14

All proposals become the property of Ulster County. The County Purchasing Department will retain one copy of all unsuccessful proposals and will destroy extra copies of such unsuccessful proposals.

**3.5 QUESTIONS/CLARIFICATIONS**

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any proposer.

Requests for clarification or interpretation must be made in writing by October 17, 2013. Inquiries will not be considered after October 22<sup>nd</sup>. Transmittal of questions via facsimile is acceptable. Direct inquiries to:

Reneé Frasch, Associate Buyer  
Ulster County Purchasing,  
310 Flatbush Avenue, Kingston, NY 12401,  
E-mail – [rfa@co.ulster.ny.us](mailto:rfa@co.ulster.ny.us) or Fax 845-340-3434

Any interpretation deemed necessary by Ulster County will be in the form of addenda to the RFP and, when issued, will be delivered as promptly as is practicable to all proposers. All addenda shall become part of the RFP. Proposers shall not rely upon any oral statements or conversations they may have with Ulster County employees or third parties regarding the RFP whether at any pre-proposal conference or otherwise.

**4.0 QUALIFICATION OF RESPONDENT**

Each proposer shall provide a statement of qualifications. The County of Ulster may make such investigations it deems necessary to determine the ability of the proposer to perform the work. The proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the information submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations set forth in this RFP and/or the resulting contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

**5.0 PRE-PROPOSAL MEETING**

A pre-proposal meeting is not scheduled at this time.

**6.0 METHOD OF AWARD**

It is the intention of the County that the award of this project shall be made to the proposer whose total proposal, in the opinion of Ulster County, best meets the

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 15

established criteria listed herein. All aspects of evaluation will be taken into consideration in awarding the project.

It is understood by the parties that the contract resulting from this RFP, if any, shall be executed only to the extent of the monies available to the County of Ulster.

A notice of award shall not be binding upon the County until a contract has been fully executed by both parties.

## **7.0 CONTRACT PERIOD**

The term of the contract will be for A PERIOD OF 14 MONTHS from the commencement date.

The **Consultant** shall execute a contract with the County of Ulster in substantial conformance with this RFP and the attached **sample** County of Ulster **AGREEMENT FOR CONSULTANT SERVICES (ATTACHMENT A)**.

Federal law and regulations governing the privacy of certain health information may require a "Business Associate Agreement" (BAA) between the COUNTY and the Consultant [45 C.F.R. Section 164.504(e)]. The Consultant agrees that should the County determine that a BAA is required, it will enter into a separate BAA, to be executed simultaneously with the contract.

## **8.0 EVALUATION CRITERIA**

The proposals will be evaluated based on the following criteria with relative weights in parenthesis:

1. Qualifications and previous related experience of key personnel to be assigned to this project. In particular, describe key personnel's experience with transportation studies including circulation, access and parking studies, planning for local and regional transportation systems, land use analysis, transportation engineering studies, and pedestrian and bicycle facilities. (35%)
2. Proposer's previous related work experience in the field of transportation planning, which includes similar studies, and especially work performed within the last two years. The evaluation will focus on the proposer's role in the successful completion and implementation of past transportation plans and studies. (30%)
3. Uniqueness of approach. (20%)

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 16

4. A detailed project schedule that demonstrates the proposer's ability to meet time frames set out in the contract for this study and the proposer's ability to complete the project on time. (10%)
5. Use of DBE contractors (5%)
6. Oral presentations (if required)
7. References

**9.0 INTERVIEWS**

If the Selection Committee determines interviews to be necessary, the committee may conduct interviews with selected proposers as soon as possible after the initial evaluation. Interviews permit further evaluation and utilize the criteria and associated weighting above. The Selection Committee may make its choice based solely on the results of the interview scoring.

**10.0 SUBMITTAL CONTENT AND FORMAT**

In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of the proposal because adherence to this format is critical for the County's evaluation process:

**SECTION I: TITLE PAGE AND TABLE OF CONTENTS**

**Title Page:** RFP number, submission deadline, proposer's name, address, telephone and fax number. Proposer must also clearly identify the name(s) of the contact person responsible for inquiries regarding the RFP submission and the person authorized to bind the company contractually. Along with the names of these individuals, proposer must provide phone and fax numbers and an email address for each.

**Table of Contents-** indicate the material included in the proposal by section and page number.



**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 17

**SECTION II: QUALIFICATIONS AND EXPERIENCE**

Each proposer will provide the history of the company, describe professional qualifications, prior experience in similar projects, demonstrated capabilities, including demonstrated ability to work effectively with other entities, fiscal solvency and budget performance; contract compliance; accuracy and timeliness of reporting; management structure and ability to support projects of this scope; ability to recruit and retain staff; and commitment to staff development.

Identify all personnel assigned to the project and attach resumes.

Provide a minimum of three (3) references, excluding Ulster County, for similar projects completed. Include contact name, telephone number, date of contract, dollar value of contract and brief description of the project. Specific emphasis should be placed on similar work performed in the previous five years.

**SECTION III: PROPOSED PLAN**

In a narrative format, describe in detail how the project will be structured and explain how each of the requirements of the Scope of Work and other Tasks will be accomplished. Include any other additional services, enhancements and/or options that will be provided to the County.

Explain what steps will be necessary to implement services. Describe what information will be provided to the County effectively capturing required data. Attach samples of all reports to be used.

Describe the plan to work with the County.

Include any additional services or information seen as beneficial to this project that the Selection Committee should consider.

**SECTION IV: RETURN DOCUMENTS**

Complete and sign all Return Sheets as indicated at the end of this RFP document.

**11.0 ALTERNATE PROPOSALS**

Ulster County reserves the right to consider alternative submittals that provide enhancements beyond the RFP requirements. Alternatives may be considered if

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 18

deemed to be in the best interest of Ulster County. Proposers shall clearly identify and explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

**12.0 COMPLIANCE WITH LAWS, LICENSES AND PERMITS**

The proposer(s) agree that they will fully comply with all applicable Federal, State and County policies, procedures, standards and laws, rules and regulations including Exhibit(s) C, D and E on pages 44 – 56.

**13.0 PERSONNEL IDENTIFICATION**

All personnel must carry on their person photo identification (e.g. employee identification badge, valid driver's license, etc) while on Ulster County property and must promptly show such identification when requested to do so by any Ulster County employee. Representatives of the County reserve the right to reject and bar from the facility, for good and sufficient reason, in the sole discretion of the County, any employee hired by the proposer.

**14.0 INSURANCE**

The successful proposer shall, at their own expense, maintain in effect at all times during the performance of the work under the agreement, if any, resulting from this RFP, at least the insurance coverage specified in Schedule C "Insurance Requirements" that is part of the sample Agreement for Consultant Services that is included in this RFP. The successful proposer shall file with Ulster County Purchasing within ten (10) days of notice of award, evidence of insurance certifying the required coverage.

**15.0 DISQUALIFICATION**

The County reserves the right to refuse to issue an award to a proposer that fails to comply with any pre-qualification regulations of the County, if any such regulations or requirements are cited, or otherwise included in the RFP.

Proposals from those who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A proposal may be rejected if the proposer cannot show that it has the necessary ability, resources and qualified employees to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the proposer is already obligated for the performance of other work that would delay the commencement, performance or completion of the work described in this RFP.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 19

**16.0 PAYMENT**

**16.1 PAYMENT PROCESSING:** Consultant will invoice the County upon completion of deliverables. Each invoice shall be prepared in such form and supported by such documentation as the County may reasonably require. Payments cannot be processed by the County until an invoice referring to the contract number and a signed Claimant Certification Statement are mailed to the proper departmental address. The County will pay the proper amounts due the Consultant within sixty (60) days of receipt of the Consultant's invoice with supporting documentation and upon approval of the Consultant's invoice by the Department Head and the Ulster County Comptroller.

**16.2 CLAIMANT CERTIFICATION:** All invoices must be accompanied by the following Claimant Certification statement as printed on Ulster County Purchase Orders.

**Claimant Certification Statement**

*I certify that the attached account in the amount of \$\_\_\_\_\_ is true and correct; that the items, services and disbursements charged were rendered to or for the County of Ulster on the dates stated; that no part has been paid or satisfied; that taxes for which the County is exempt are not included; and that the amount claimed is actually due.*

**17.0 FREEDOM OF INFORMATION**

The proposer agrees to comply with the Freedom of Information Law (FOIL) and such rules and regulations as the County and the State may from time to time make, including, but not limited to, such rules as may be devised governing access to public documents pursuant to Article 6 of the Public Officers Law, popularly known as the Freedom of Information Law.

Proposals submitted in response to this RFP shall be considered public documents and, with limited exceptions, all proposals, including proposals that are recommended for award, will be available for inspection and copying by the public.

If a proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly and distinctly identify each such portion with words such as "CONFIDENTIAL" or "PROPRIETARY". If a request is made for disclosure of such portion, Ulster County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, Ulster County will

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 20

notify the proposer of the request and allow the proposer five days to take whatever action it deems necessary to protect its interests. If the proposer fails or neglects to take such action within said period, Ulster County will release portions of the proposal deemed subject to disclosure. By submitting a proposal, the proposer assents to the procedure outlined in this paragraph and shall have no claim against Ulster County on account of actions taken under such procedure.

**18.0 AFFIDAVIT OF NON COLLUSION**

The completion AND submission of the Affidavit of Non-Collusion, which is included with this RFP and is required with the submittal, certifies that the prices in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer with or any competitor.

**19.0 SUSPENSION AND DEBARMENT**

By submitting a proposal in response to this RFP, each proposer warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. Any misrepresentation or false statement related to a proposer's status in this regard will result in rejection of such proposer's submission.

In addition, if the successful proposer or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal state, or local agency, municipality, or department, during the period in which goods and/or services are provided pursuant to this RFP, the successful proposer agrees to immediately notify the County Attorney of such status. Any misrepresentation or false statement related to the successful proposer's status in this regard, or any failure by the successful proposer to immediately notify the County Attorney of any change in such status, shall result in immediate termination of County's business relationship with the successful proposer in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this RFP document, or the conditions of the contract, if any, resulting from this RFP,.

**20.0 TIME TABLE FOR REQUEST FOR PROPOSAL**

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). In the event it is necessary to change the return date for the RFP, the County will issue an addendum.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**RFP NO.: **RFP-UC13-61**

Pg 21

October 17 <sup>th</sup>	Last day to submit written inquiries
October 30 <sup>th</sup>	Due Date for Proposals
November 2013	Selection Committee evaluates Proposals
November 2013	Oral Interviews of Invited Companies
November 2013	Notice of Intent to Award
To be determined	Contract Start Date

**21.0 AVAILABLE FUNDS**

UCTC has set aside a total of **\$70,000.00** for this project, as noted in its SFY13 Unified Planning Work Program (UPWP).

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 22

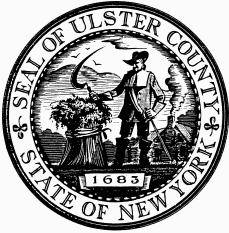
**ATTACHMENT A**

(Rev. 3.1.11)

**SAMPLE**

County Contract No.: \_\_\_\_\_

**AGREEMENT FOR CONSULTANT SERVICES**



**THIS AGREEMENT** is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the “**COUNTY**”), and **[ENTER CONSULTANT NAME HERE]**, a consulting firm with principal offices at **[ENTER CONSULTANT’S BUSINESS ADDRESS HERE]** (the “**CONSULTANT**”), (each, a “Party,” together, the “Parties”).

**RECITALS**

**WHEREAS**, the COUNTY’S Planning Department desires to enter into an agreement for the completion of a Study of the Need and Location for an Intermodal Facility to Serve the Greater New Paltz Area; and

**WHEREAS**, the COUNTY has agreed to engage the CONSULTANT, and the CONSULTANT has agreed to contract with the COUNTY, to complete a Study of the Need and Location for an Intermodal Facility to Serve the Greater New Paltz Area in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the promises and covenants set forth below, the COUNTY and the CONSULTANT hereby agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES**

The CONSULTANT agrees to perform the services identified in “Schedule A,” the “SCOPE OF SERVICES” (hereinafter, the “SERVICES”), which is attached hereto and is hereby made a part of this Agreement. The CONSULTANT agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the CONSULTANT that the COUNTY will not compensate the CONSULTANT for any services not included in the SCOPE OF SERVICES as specifically identified in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, which is executed by the Ulster County Executive (the “Executive”) or the Ulster County Director of Purchasing (the “Purchasing Director”), after consultation with the head of the COUNTY Department responsible for the oversight of this Agreement (the “Department Head”), and upon review by the County Attorney’s Office.

**ARTICLE 2 - TERM OF AGREEMENT**

The CONSULTANT agrees to perform the SERVICES beginning **[ENTER START DATE]**, 20\_\_, and ending **[ENTER COMPLETION DATE]**, 20\_\_.

If, owing to the actions or neglect of the COUNTY, the CONSULTANT is prevented from completing the SERVICES within the Term of this Agreement, then the CONSULTANT’S sole and exclusive remedy shall be to request that a Change Order, Amendment or an Addendum to this Agreement be issued by

## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 23

the Executive or the Purchasing Director, permitting an extension of time to perform the SERVICES equal to the time lost due to such delay. Such request shall be based upon written notice only, delivered to the Department Head promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim and stating the specific nature of the claim. An extension of time to perform the SERVICES may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event shall the COUNTY be liable to the CONSULTANT, its subcontractors, agents, assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

### ARTICLE 3 - COMPENSATION

For satisfactory performance of the SERVICES, or as such SERVICES may be modified mutually by a written Change Order, Amendment, or Addendum to this Agreement, the COUNTY agrees to compensate the CONSULTANT in accordance with the fees and expenses as set forth in "Schedule B," which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the CONSULTANT shall submit to the COUNTY invoices for the SERVICES rendered. Each invoice shall be prepared in such form and supported by such documentation as the COUNTY may reasonably require. The COUNTY will pay the proper amounts due to the CONSULTANT within sixty (60) days of receipt of the CONSULTANT'S invoice with supporting documentation, and upon approval by the Department Head and the County Comptroller. The COUNTY will notify the CONSULTANT in writing of its reasons, if any, for objecting to all or any portion of the CONSULTANT'S invoice and/or supporting documentation.

A **not-to-exceed** amount of **[EIGHTY THOUSAND AND 00/100 DOLLARS]** has been established for the SCOPE OF SERVICES to be rendered by the CONSULTANT. Costs in excess of the above noted amount may not be incurred without the prior written authorization of the Executive or the Purchasing Director, after consultation with the Department Head, and evidenced only by a written Change Order, Amendment or Addendum to this Agreement. It is specifically agreed to by the CONSULTANT that the COUNTY shall NOT be responsible for any additional costs, or costs in excess of the above-noted cost, if authorization by the Executive or the Purchasing Director is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

### ARTICLE 4 - EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONSULTANT or to anyone else beyond funds appropriated and available for this Agreement.

The CONSULTANT understands and agrees that the dollar amounts identified in this Agreement are based upon the previous year's funding allocations from the State of New York and/or the Federal government, which are the basis for any advances made by the COUNTY hereunder. In the event that the amount of aid anticipated from New York State and/or the Federal governments change or are reduced or denied, in part or in full, the COUNTY, where appropriate, shall not be liable to the CONSULTANT for the difference. If the full New York State and/or Federal aid in reimbursement to the COUNTY for any future payment made by the COUNTY to the CONSULTANT is not approved, for any reason whatsoever, then the COUNTY may (i) deduct and withhold from any payments an amount equal to the reimbursement denied, or (ii) otherwise recover from the CONSULTANT the amount denied by the State of New York or Federal governments. It is understood that based upon changes in the New



## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 24

York State aid and/or the Federal funding process, the actual New York State and/or Federal aid dollar amounts in this Agreement may change throughout the year. The amounts in this Agreement will be amended to reflect the actual approved New York State and/or Federal aid amounts upon notification by New York State and/or Federal governments to the COUNTY, as necessary.

### ARTICLE 5 – PROCUREMENT OF AGREEMENT

The CONSULTANT represents and warrants that no person or selling agent has been employed or retained by the CONSULTANT to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The CONSULTANT further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. The CONSULTANT makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder, and the CONSULTANT shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

### ARTICLE 6 - CONFLICT OF INTEREST

The CONSULTANT represents and warrants that neither it, nor any of its directors, officers, members, partners or employees, have any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. The CONSULTANT further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it, and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the Ulster County Ethics Law, as amended from time to time, to submit a disclosure form to the COUNTY'S Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the COUNTY'S Board of Ethics, as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder, and the CONSULTANT shall not make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or



**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 25

pursuant to this Agreement.

**ARTICLE 7 – REPRESENTATIONS BY THE CONSULTANT**

The CONSULTANT represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the SERVICES to be provided under this Agreement and that it is properly permitted, equipped, organized and financed to perform such SERVICES.

The CONSULTANT understands that it may become necessary for the COUNTY to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses and/or conclusions developed as a result of the performance of these SERVICES. The CONSULTANT is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The CONSULTANT shall be responsible for such penalties resulting from false information submitted to the COUNTY by the CONSULTANT.

The CONSULTANT warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. If CONSULTANT or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department during the Term of this Agreement, the CONSULTANT agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to CONSULTANT'S status in this regard, or any failure by CONSULTANT to immediately notify the County Attorney of any change in such status shall result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

**ARTICLE 8 - FAIR PRACTICES**

The CONSULTANT, and each person signing on behalf of the CONSULTANT, represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by the CONSULTANT without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices, which has the effect of, or has as its purpose, restricting competition; and
- B. Unless otherwise required by law, the prices that have been quoted in this Agreement, and on the proposal or quote submitted by the CONSULTANT, have not been knowingly disclosed by the CONSULTANT prior to the communication of such quote to the COUNTY, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and
- C. No attempt has been made or shall be made by the CONSULTANT to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the CONSULTANT (i) published price lists, rates, or tariffs covering the services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or

## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 26

revised price lists for such services and/or items, or (iii) provided the same services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Article 8.

### ARTICLE 9 - INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, the CONSULTANT shall operate as and have the status of an independent contractor, and shall not act as or be an agent of the COUNTY. As an independent contractor, the CONSULTANT shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for the CONSULTANT'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the CONSULTANT covenants and agrees that neither it, nor its employees or agents, shall hold themselves out as, nor claim to be, officers or employees of the COUNTY, or of any department, agency or unit thereof, by reason hereof, and that the CONSULTANT'S employees or agents shall not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

### ARTICLE 10 - ASSIGNMENT

The CONSULTANT shall not assign any of its rights, interests, or obligations under this Agreement, or assign any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the Executive or the Purchasing Director, upon review by the Ulster County Attorney's Office. Any such assignment, transfer, conveyance, or other disposition without such prior consent shall be void, and any SERVICES provided thereunder will not be compensated. Any assignment properly consented to by the Executive or the Purchasing Director shall be subject to all of the terms and conditions of this Agreement.

Failure of the CONSULTANT to obtain any required consent to any assignment, shall be grounds for termination for cause at the option of the COUNTY, and if this Agreement be so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to the CONSULTANT, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the COUNTY, except so much thereof as may be necessary to pay the CONSULTANT'S employees for past SERVICES.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the CONSULTANT for the benefit of its creditors made pursuant to the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the COUNTY to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

### ARTICLE 11 – SUBCONTRACTING

CONSULTANT agrees to include the following provisions in any and all subcontract agreements for

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 27

SERVICES to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the COUNTY and the CONSULTANT; and
- B. That nothing contained in the subcontractor agreement shall impair the rights of the COUNTY; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the COUNTY and the CONSULTANT, shall create any contractual relation in law or equity, between the subcontractor and the COUNTY; and
- D. That the subcontractor specifically agrees to be bound by the Confidentiality provision as set forth in Article 13 of this Agreement between the COUNTY and the CONSULTANT.

Upon signing this Agreement, CONSULTANT shall provide the Department Head with the names and scopes of work of any and all subcontractors to be used in the performance of CONSULTANT'S obligations pursuant to this Agreement. Furthermore, upon request by the COUNTY, CONSULTANT shall provide copies of any and all subcontract agreements for SERVICES to be performed pursuant to this Agreement.

The CONSULTANT agrees that it is fully responsible to the COUNTY for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by the CONSULTANT. The CONSULTANT shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

**ARTICLE 12 - PERFORMANCE**

The CONSULTANT shall perform the SERVICES using its own equipment and facilities wherever and whenever possible. In performing the SERVICES, the CONSULTANT shall assign qualified personnel and perform such SERVICES in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized professional firm performing services of a similar nature. The CONSULTANT is hereby given notice that the COUNTY shall be relying upon the accuracy, competence, and completeness of the CONSULTANT'S performance in using the results of these SERVICES. The CONSULTANT shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

**ARTICLE 13 - CONFIDENTIALITY**

For purposes of this Article:

- A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the CONSULTANT from or through the COUNTY or any other person connected with the COUNTY, or developed, produced, or obtained by the CONSULTANT in connection with its performance of SERVICES under this Agreement. Confidential Information shall include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 28

draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.

- B. The term “CONSULTANT” as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of the CONSULTANT.

The CONSULTANT shall keep all Confidential Information in a secure location within the CONSULTANT’S offices. The COUNTY shall have the right, but not the obligation, to enter the CONSULTANT’S offices in order to inspect the arrangements of the CONSULTANT for keeping Confidential Information secure. The COUNTY’S inspection, or its failure to inspect, shall not relieve the CONSULTANT of its responsibilities pursuant to this Article 13.

The CONSULTANT shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the COUNTY, without the prior written consent of the Executive or the Purchasing Director, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the SERVICES under this Agreement.

The CONSULTANT shall notify the COUNTY immediately upon its receipt of any request by anyone other than the COUNTY for, or any inquiry related to, Confidential Information. The CONSULTANT is not prohibited from disclosing portions of Confidential Information if, and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the CONSULTANT, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the COUNTY requests all or a portion of Confidential Information, the CONSULTANT shall oppose such request and cooperate with the COUNTY in obtaining a protective order or other appropriate remedy, unless and until the Executive or the Purchasing Director, upon consultation with the Ulster County Attorney, in writing, waives compliance with the provisions of this Article 13, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the COUNTY waives compliance with this Article 13, or determines that such disclosure is legally required, the CONSULTANT shall disclose only such portions of Confidential Information that, in the opinion of the COUNTY, the CONSULTANT is legally required to disclose, and the CONSULTANT shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

Prior to the performance of any of the SERVICES in connection with this Agreement, CONSULTANT shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the COUNTY, substantively identical to this Article 13. Further, at any time, if requested by the COUNTY, CONSULTANT shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the CONSULTANT and/or any of its subcontractors.

**ARTICLE 14 – OWNERSHIP OF CONFIDENTIAL INFORMATION**

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 13, including all copies thereof, is the exclusive

## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 29

property of the COUNTY regardless of whether or not it is delivered to the COUNTY. The CONSULTANT shall deliver Confidential Information and all copies thereof to the COUNTY upon request.

- B. To the extent that copies of Confidential Information are authorized by the COUNTY to be retained by the CONSULTANT, such information shall be retained in a secure location in the CONSULTANT'S office for a period of six (6) years after completion of the SERVICES, or termination of this Agreement, whichever later occurs, and thereafter disposed of at the COUNTY'S direction.

### ARTICLE 15 – PUBLICITY

The prior written approval of the COUNTY is required before the CONSULTANT, or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the SERVICES performed or data collected in connection with this Agreement.

If the CONSULTANT, or any of its employees, representatives, servants, agents, assignees or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Executive or the Purchasing Director which, unless otherwise agreed to in said written permission, will entitle the COUNTY to a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

### ARTICLE 16 - BOOKS AND RECORDS

The CONSULTANT agrees to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

### ARTICLE 17 - RETENTION OF RECORDS

The CONSULTANT agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The COUNTY, any New York State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

### ARTICLE 18 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the COUNTY. The CONSULTANT shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the CONSULTANT shall make its records available to the COUNTY upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may



## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 30

be subject to periodic inspection, review, and audit by the COUNTY, the State of New York, the Federal Government and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds, whether from the COUNTY, the State of New York, the Federal Government, private sources, or otherwise. The CONSULTANT shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

The CONSULTANT shall, within sixty (60) days of the expiration of this Agreement, submit a report to the COUNTY'S Department Head detailing the SERVICES provided under this Agreement. The CONSULTANT further agrees to provide any additional information that the COUNTY may at any time request, upon reasonable notice to the CONSULTANT. Notwithstanding the foregoing, more comprehensive and/or frequent reporting requirements as may be set forth in Schedule A will take precedence over the provisions of this paragraph.

### ARTICLE 19 – NO DISCRIMINATION

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

Furthermore, in accordance with New York State Labor Law Section 220-e, if this is an Agreement for the construction or alteration of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, the CONSULTANT agrees that neither it, nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the SERVICES, or (ii) discriminate against or intimidate any employee hired for the performance of SERVICES under this Agreement. If this is a building service agreement as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239, the CONSULTANT agrees that neither it, nor its subcontractors, shall by reason of race, creed, color, national origin, age, sex or disability: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the SERVICES, or (ii) discriminate against or intimidate any employee hired for the performance of SERVICES under this Agreement. The CONSULTANT is subject to (i) a fine of FIFTY AND 00/100 (\$50.00) DOLLARS per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, and/or (ii) possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

### ARTICLE 20 - INSURANCE

For provision of the SERVICES set forth herein and as may be hereinafter amended, the CONSULTANT shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverage, all as set forth in "Schedule C" (County of Ulster Standard Contract Insurance Requirements For Consultant Services), which is attached hereto and is hereby made a part of this Agreement. Such

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 31

policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of SERVICES to be performed by the CONSULTANT pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the COUNTY. The COUNTY shall be named as an additional insured on all Commercial General Liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the CONSULTANT and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, the CONSULTANT irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 20. The provision of insurance by the CONSULTANT shall not in any way limit the CONSULTANT'S liability under this Agreement.

The CONSULTANT shall attach to this Agreement, certificates of insurance evidencing the CONSULTANT'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the COUNTY, with respect to its interests, (ii) it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY'S Insurance Department and the Department Head. and (iii) the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the CONSULTANT.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the CONSULTANT'S start of the performance of SERVICES (including subsequent policies purchased as renewals or replacements); and
- B. The CONSULTANT shall maintain similar insurance for a minimum of three (3) years following final acceptance of the SERVICES; and
- C. If the insurance is terminated for any reason, the CONSULTANT agrees to purchase for the COUNTY, an unlimited, extended reporting provision to report claims arising from the SERVICES performed under this Agreement; and
- D. Immediate notice shall be given to the COUNTY, through the Department Head, the Ulster County Attorney's Office, and the COUNTY'S Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

**ARTICLE 21 - INDEMNIFICATION**

The CONSULTANT agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including

## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 32

without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed by the CONSULTANT, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the COUNTY, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the CONSULTANT, its employees, representatives, subcontractors, assignees, or agents. The CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee, or agent of the CONSULTANT, either within or without the scope of the respective employment, representation, subcontract, assignment or agency, or arising out of the CONSULTANT'S negligence, fault, act, or omission, then the COUNTY shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

### ARTICLE 22 - RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the CONSULTANT'S responsibility to correct, in a timely fashion and at the CONSULTANT'S sole expense, any deficiencies in its SERVICES resulting from the CONSULTANT'S failure to act in accordance with the standards set forth in Article 12 (Performance) and Schedule A, provided such deficiencies are reported to the CONSULTANT within one hundred-twenty (120) days after completion of the SERVICES. If the CONSULTANT fails to correct such deficiencies in a timely and proper manner, the COUNTY may elect to have others perform such corrections, and the COUNTY may charge any related cost of such corrections to the CONSULTANT and/or set-off such amount against any sums otherwise due to the CONSULTANT. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded to the COUNTY for such deficiencies, nor shall they constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

### ARTICLE 23 - CURRENT OR FORMER COUNTY EMPLOYEES

The CONSULTANT represents and warrants that it shall not retain the services of any COUNTY employee or former COUNTY employee in connection with this Agreement, or any other agreement that said CONSULTANT has or may have with the COUNTY, without the express written permission of the Executive or the Purchasing Director. This limitation period covers the preceding one (1) year or longer if the COUNTY employee or former COUNTY employee has or may have an actual or perceived conflict of interest due to their position with the COUNTY.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder, and the CONSULTANT shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the COUNTY for such breach or violation, nor shall it constitute a waiver of the COUNTY'S right to claim



## COUNTY OF ULSTER – PURCHASING DEPARTMENT

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 33

damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

### ARTICLE 24 - PROTECTION OF COUNTY PROPERTY

The CONSULTANT assumes the risk of and shall be responsible for any loss or damage to the COUNTY'S property and equipment, whether owned, leased, or otherwise possessed by COUNTY, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of the CONSULTANT, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by the CONSULTANT as an expert, consultant, specialist, or subcontractor hereunder, shall be the responsibility of the CONSULTANT.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The CONSULTANT agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article 24.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

### ARTICLE 25 – FORCE MAJEURE

Neither Party hereto shall be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The CONSULTANT'S financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the CONSULTANT is so delayed in the timely performance of the SERVICES, the CONSULTANT'S sole and exclusive remedy is to request that a Change Order, Amendment or Addendum to this Agreement be issued by the COUNTY and signed by the Executive or the Purchasing Director, permitting an extension of time to perform the SERVICES in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the SERVICES may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event shall the COUNTY be liable to the CONSULTANT or its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

### ARTICLE 26 - TERMINATION

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 34

The COUNTY may, by written notice to the CONSULTANT, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the COUNTY'S convenience, (ii) upon the failure of the CONSULTANT to comply with any of the terms or conditions of this Agreement, or (iii) upon the CONSULTANT becoming insolvent or bankrupt.

Upon termination of this Agreement, the CONSULTANT shall comply with any and all COUNTY closeout procedures, including but not limited to:

- A. Accounting for and refunding to the COUNTY within ten (10) days, any unearned and/or unexpended funds that have been paid to the CONSULTANT pursuant to this Agreement; and
- B. Furnishing to the COUNTY within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the CONSULTANT through, or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof; and
- C. In the event that this Agreement is terminated for the convenience of the COUNTY, the CONSULTANT shall be paid for all SERVICES rendered through the date of termination in accordance with Schedule B.

In the event the COUNTY terminates this Agreement, in whole or in part, as provided in this Article 26, the COUNTY may procure upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the CONSULTANT shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, the cost and expense of any services procured by the COUNTY to complete the SERVICES herein will be charged to the CONSULTANT and/or set off against any sums due to the CONSULTANT.

Notwithstanding any other provisions of this Agreement, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONSULTANT'S breach of this Agreement, or failure to perform in accordance with applicable standards. The COUNTY may withhold payments due to the CONSULTANT for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from the CONSULTANT is determined.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

**ARTICLE 27 - SET-OFF RIGHTS**

The COUNTY shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY'S right to withhold for the purposes of set-off any monies otherwise due to the CONSULTANT (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the COUNTY by operation of law. The COUNTY shall also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the COUNTY for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 35

**ARTICLE 28 - NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Executive or the Purchasing Director, after consultation with the Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

**ARTICLE 29 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise. The CONSULTANT shall render all SERVICES under this Agreement in accordance with applicable provisions of all Federal, New York State, and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

**ARTICLE 30 - WAIVER AND SEVERABILITY**

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the COUNTY unless such waiver is explicitly given in writing by the Executive or the Purchasing Director. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Executive or the Purchasing Director.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision, or the application of any other provision of this Agreement.

**ARTICLE 31 - GENERAL RELEASE**

Acceptance by the CONSULTANT or its assignees, of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative or other means, shall constitute and operate as a general release to the COUNTY from any and all claims of the CONSULTANT arising out of the performance of this Agreement.

**ARTICLE 32 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES**

No claim whatsoever shall be made by the CONSULTANT against any officer, agent, or employee of the COUNTY, for or on account of any act or omission in connection with this Agreement.

**ARTICLE 33 - ENTIRE AGREEMENT**

The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 36

**ARTICLE 34- SURVIVING OBLIGATIONS**

The CONSULTANT'S obligations, and those of the CONSULTANT'S employees, representatives, agents, subcontractors, successors and assignees, assumed pursuant to Article 7 (Representations by the CONSULTANT), Article 12 (Performance), Article 13 (Confidentiality), Article 14 (Ownership of Confidential Information), Article 15 (Publicity), Article 17 (Retention of Records), Article 21 (Indemnification), Article 22 (Responsibility to Correct Deficiencies), and Article 24 (Protection of County Property), shall survive completion of the SERVICES and/or the expiration or termination of this Agreement.

**ARTICLE 35 - NOTICES**

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices shall be effective when received. Notice addresses are as follows:

CONSULTANT:

[INSERT CONSULTANT NAME HERE]

Attention: [INSERT APPROPRIATE INFORMATION]

[INSERT CONSULTANT'S ADDRESS]

[INSERT CONSULTANT'S CITY, STATE & ZIP CODE]

COUNTY:

ULSTER COUNTY PLANNING DEPARTMENT

Attention: Dennis Doyle, Director

244 Fair Street/PO Box 1800

Kingston, New York 12402

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by both the COUNTY'S Department of [Insert your Department here] and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the COUNTY:

MAILING ADDRESS:

COUNTY OF ULSTER

Attn: County Attorney

PO Box 1800

Kingston, New York 12402

PHYSICAL ADDRESS:

COUNTY OF ULSTER

Attn: County Attorney

244 Fair Street, 5<sup>th</sup> Floor

Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

**ARTICLE 36 - MODIFICATION**

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 37

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes to Schedule A, the SCOPE OF SERVICES, in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the Executive or the Purchasing Director, after consultation with the Department Head, executes an Addendum, Amendment or Change Order to this Agreement. The aforesaid Addendum, Amendment or Change Order shall specifically set forth the scope of such extra or additional SERVICES, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum, Amendment or Change Order.

**ARTICLE 37 - HEADINGS AND DEFINED TERMS**

The Article headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY  
DEPARTMENT OF PLANNING  
(Approved as to content)

By: \_\_\_\_\_  
NAME: Dennis Doyle  
TITLE: Director  
DATE: \_\_\_\_\_

COUNTY OF ULSTER

By: \_\_\_\_\_  
NAME: Robin Peruso  
TITLE: Director of Purchasing  
DATE: \_\_\_\_\_

[INSERT CONSULTANT NAME]

By: \_\_\_\_\_  
NAME: [If known]  
TITLE: [If known]  
DATE: \_\_\_\_\_

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 38

**SCHEDULE A**  
**SCOPE OF SERVICES**

TO BE DEVELOPED.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 39

**SCHEDULE B**  
**FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT**

TO BE DEVELOPED.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 40

(Rev. 03/01/11)

**SCHEDULE C**  
**COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS**  
**FOR CONSULTANT SERVICES**

**UNLESS OTHERWISE AUTHORIZED BY THE ULSTER COUNTY INSURANCE OFFICER, STRICT ADHERENCE TO THIS SCHEDULE IS REQUIRED. ANY DEVIATION FROM THESE REQUIREMENTS WITHOUT PRIOR AUTHORIZATION FROM THE INSURANCE DEPARTMENT WILL RESULT IN A DELAY IN FINALIZING THIS AGREEMENT.**

**WORKERS' COMPENSATION AND DISABILITY INSURANCE:\***

The CONSULTANT shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide to the COUNTY'S Insurance Department Certificates of Insurance evidencing this coverage. **If the CONSULTANT is not required to carry such insurance, the CONSULTANT must submit form CE-200 attesting to the fact that it is not required to do so.**

**WORKERS' COMPENSATION REQUIREMENTS:** To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the CONSULTANT) seeking to enter into contracts with municipalities (the COUNTY) MUST provide ONE of the following forms to the municipal entity (the COUNTY) it is entering into a contract with:

- **IF THE CONSULTANT IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER,** submit Form C-105.2, "Certificate of Workers' Compensation Insurance." The CONSULTANT'S insurance carrier will send this form to the COUNTY at the CONSULTANT'S request. **PLEASE NOTE:** The State Insurance Fund provides its own version of this Form (the U-26.3).
- **IF THE CONSULTANT IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED,** submit Form SI-12, "Certificate of Workers' Compensation Self-Insurance." The CONSULTANT'S Group Self-Insurance Administrator will send this form to the COUNTY at the CONSULTANT'S request.
- **IF THE CONSULTANT IS NOT REQUIRED TO CARRY COVERAGE,** submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available from the link below.

**DISABILITY BENEFITS REQUIREMENTS:** To assist the State of New York and municipal entities (the COUNTY) in enforcing WCL Section 220(8), business entities (the CONSULTANT) seeking to enter into contract with municipalities (the COUNTY) MUST provide ONE of the following forms to the municipal entity (the COUNTY) it is entering into a contract with:

- **IF THE CONSULTANT IS REQUIRED TO CARRY COVERAGE AND HAS AN OUTSIDE CARRIER,** submit Form DB-120.1, "Certificate of Disability Benefits Insurance." The



**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 41

CONSULTANT'S insurance carrier will send this form to the COUNTY at the CONSULTANT'S request.

- **IF THE CONSULTANT IS REQUIRED TO CARRY COVERAGE AND IS SELF INSURED**, submit Form DB-155, "Certificate of Disability Self-insurance." The CONSULTANT must call the Workers Comp. Board's Self-Insurance Office at (518)402-0247.
- **IF THE CONSULTANT IS NOT REQUIRED TO CARRY COVERAGE**, submit Form CE-200, "Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available from the link below.

Form CE-200 and the instructions for completing the application and obtaining the form are available on the New York State Workers' Compensation Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us), under the heading "Common Forms." Business entities without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. However, business entities using the manual process may wait up to four (4) weeks before receiving a CE-200. **Employees of the Workers' Compensation Board cannot assist business entities in answering questions about this form. Please contact an attorney if you have any questions regarding Form CE-200. However, if you have questions regarding workers' compensation coverage requirements, please call the Bureau of Compliance at (866) 546-9322.**

**\*NOTE: ACORD forms are NOT acceptable proof of New York State Workers' Compensation or Disability Benefits Insurance Coverage. The manner of proof related to Workers' Compensation and Disability Insurance is controlled by New York State Laws, Rules and Regulations.**

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

The CONSULTANT shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the COUNTY from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the CONSULTANT, by any subcontractor, or by anyone directly or indirectly employed by either of them. It shall be the responsibility of the CONSULTANT to maintain such insurance in amounts sufficient to fully protect itself and the COUNTY, but in no instance shall amounts be less than those set forth below. The amounts set forth below establish the minimum acceptable levels of coverage.

Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 42

of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

**OTHER CONDITIONS OF COMMERCIAL GENERAL LIABILITY INSURANCE:**

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
  - A. Contractual Liability
  - B. Independent Contractors
  - C. Products and Completed Operations
3. The County of Ulster, located at P.O. Box 1800 in Kingston, New York, 12402-1800, shall be added to the Commercial General Liability policy as an “Additional Insured” and this insurance shall be primary and non-contributory with any other valid and collectable insurance.

**AUTOMOBILE LIABILITY INSURANCE:**

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the CONSULTANT with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

**OTHER CONDITIONS OF AUTOMOBILE LIABILITY INSURANCE:**

1. Coverage shall include:
  - A. All owned vehicles
  - B. Hired car and non-ownership liability coverage
  - C. Statutory No-Fault coverage

**PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)**

[     ] If this box is checked, Professional Liability Insurance shall be provided by the CONSULTANT as follows:

Professional Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

**ADDITIONAL CONDITIONS OF INSURANCE:**

1. The CONSULTANT shall submit copies of any or all required insurance policies as and when requested by the COUNTY.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 43

**CERTIFICATE OF INSURANCE:**

The CONSULTANT shall file with the COUNTY'S Insurance Department, prior to commencing work under this Agreement, a Certificate of Insurance.

1. The Certificate of Insurance shall include:

- A. Name and address of Insured
- B. Issue date of certificate
- C. Insurance company name
- D. Type of coverage in effect
- E. Policy number
- F. Inception and expiration dates of policies included on the certificate
- G. Limits of liability for all policies included on the certificate
- H. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

2. If the CONSULTANT'S insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the COUNTY shall be provided with a new certificate indicating the replacement policy information as requested above. The COUNTY requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 44

**EXHIBIT C**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

**RFP NAME: City of Kingston Broadway Conceptual Design Plan**

**RFP NO.: RFP-UC13-61**

**Pg 45**

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

**RFP NAME: City of Kingston Broadway Conceptual Design Plan**

**RFP NO.: RFP-UC13-61**

**Pg 46**

international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of



**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)**RFP NAME: City of Kingston Broadway Conceptual Design Plan****RFP NO.: RFP-UC13-61****Pg 47**

goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.



**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

**RFP NAME: City of Kingston Broadway Conceptual Design Plan**

**RFP NO.: RFP-UC13-61**

**Pg 48**

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 49

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7th Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

**RFP NAME: City of Kingston Broadway Conceptual Design Plan**

**RFP NO.: RFP-UC13-61**

**Pg 50**

Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 51

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE  
TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 52

**EXHIBIT D**

**SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 53

FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 54

**EXHIBIT E**

**REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS**

There is a substantial body of requirements that attach to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentary requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal aid and proceed under applicable State and local laws, customs and practices.

**FEDERAL HIGHWAY ADMINISTRATION AIDED PROJECTS**

Under Title 23 of the United States Code NYSDOT is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a federally aided project, the Municipality, Authority, Sponsor or Project Manager designated under this Agreement with Federal-aid funding or project administration undertakes to proceed in compliance with all the applicable Federal aid requirements.

NYSDOT has, in cooperation with FHWA, assembled the body of Federal-aid requirements, together with information, NYSDOT procedures, and practices in its "Procedures for Locally Administered Federal-Aid Projects" manual (available both in hard copy and through NYSDOT's web site at <http://www.dot.state.ny.us/pubs/localproj/local.html>). In addition, the Municipality, Authority, Sponsor or Project Manager designated under this Agreement with Federal-aid funding or project administration that enters Federally-aided project construction contracts is required to physically incorporate into all its Federally-aided construction contracts and subcontracts thereunder the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality or Sponsor hereunder is directed to the following requirements and information:

**Non Discrimination/EEO/DBE/MBE Requirements**

The Municipality or Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49CFR Parts 21, 23,



**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

**RFP NAME: City of Kingston Broadway Conceptual Design Plan**

**RFP NO.: RFP-UC13-61**

**Pg 55**

25, 26 and 27) and the following:

1. **Non Discrimination:** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of or be subject to discrimination under the Project funded through this Agreement.

2. **Equal Employment Opportunity:** In connection with the execution of this Agreement, the Municipality's or Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **Disadvantaged Business Enterprises:** In connection with the performance of this Agreement, the Municipality or Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises will have the maximum practicable opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with Section 105(f) of the Surface Transportation Assistance Act of 1982, as implemented in 49CFR Part 23.

In addition, the Municipality or Sponsor (also referred to as "recipients" below) shall cause such contractors and subcontractors to agree to abide by the statements in paragraphs (1) and (2) below. These statements are, by reference, made part of this Agreement and must be included in all subsequent agreements between the Contractor and any subcontractor and in all UMTA-assisted contracts between recipients or subrecipients and any contractor.

(1) **"Policy:** It is the policy of the Department of Transportation that minority business enterprises as defined in 49CDF Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49CFR Part 23 apply to this Agreement."

(2) **"MBE Obligation:** The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 56

Catalog of Federal Domestic Assistance (“CFDA”) Identification Number

OMB Circular A-133 as to Federal-aid recipients’ responsibilities regarding identification and accounting for awards and expenditures by CFDA Number.

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal-aid Highway Planning and Construction program is 20.205.

**FEDERAL TRANSIT ADMINISTRATION AIDED PROJECTS**

Where Project also receives direct funding from the Federal Transit Administration (“FTA”), refer to FTA grant requirements within applicable FTA agreements with Sponsor. (Go to web site: <http://www.fta.dot.gov/library/policy/tpcr.html>).

Federal Single Audit Requirements:

Non-Federal entities that expend \$300,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations.” Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$300,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in §3052.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, the New York State Department of Transportation, the New York State Comptroller’s Office and the U.S. General Accounting Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road – 1st Floor, Albany, NY 12232.

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 57

**RESPONDERS MUST COMPLETE AND RETURN THE  
FOLLOWING SHEETS  
WITH THE ORIGINAL PROPOSAL**

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 58

**RESPONDER NAME:** \_\_\_\_\_

**ASSUMED NAME CERTIFICATION**

**\*If the responder's business is conducted under an assumed name, a copy of the certificate required to be filed under the New York General Business Law must be attached.**

**ASSUMED NAME:** \_\_\_\_\_

If the responder is an individual, the proposal must be signed by that individual; if the responder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the proposal or previously filed with the Director of Purchasing.

**The submission of this proposal constitutes a certification that no County Officer has any interest therein. (Note: In the event that any County Officer has any such interest, the full nature thereof should be disclosed below.)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INSURANCE STATEMENT**

**Responder agrees as follows - please mark appropriate box(es):**

Insurance Certificate as requested is attached

☐

**OR**

I certify that I can supply insurance as specified if awarded the contract

☐

Insurance Certificate filed on \_\_\_\_\_  
DATE

**FAILURE TO PROVIDE SPECIFIED INSURANCE SHALL DISQUALIFY RESPONDER**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 59

**ORGANIZATION INFORMATION FORM**

RESPONDER NAME: \_\_\_\_\_

TYPE OF ENTITY: CORP. \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ OTHER \_\_\_\_\_

FEDERAL EMPLOYER ID #: \_\_\_\_\_ OR SOCIAL SECURITY #: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

IF APPLICABLE: DATE FILED: \_\_\_\_\_ STATE FILED: \_\_\_\_\_

If a non-publicly owned corporation:

CORPORATION NAME: \_\_\_\_\_

LIST PRINCIPAL STOCKHOLDERS: (owning 5% or more of outstanding shares)

\_\_\_\_\_  
\_\_\_\_\_

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

If a partnership:

PARTNERSHIP NAME: \_\_\_\_\_

LIST PARTNERS NAME(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 60

**CERTIFICATION AND SIGNATURE FORM**

**AFFIDAVIT OF NON-COLLUSION**

NAME OF RESPONDER: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ EXT: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, responder or potential responder.
2. Neither the price(s), nor the amount of this proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from responding to this RFP, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from responding to this RFP or to submit a complementary proposal on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. **By submission of this proposal, I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

\_\_\_\_\_  
Signature & Company Position

\_\_\_\_\_  
Print Name & Company Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Federal I.D. Number

**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 61

**LIST OF AGENCIES/COMPANIES SUBMITTING PROPOSALS**

Disadvantaged Business Enterprise (DBE) Requirements

For every firm, we require the following information:

Agency/Company Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Firm Mailing Address \_\_\_\_\_

Phone Number: \_\_\_\_\_

DBE \_\_\_\_\_ Non-DBE \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Firm Mailing Address \_\_\_\_\_

Phone Number: \_\_\_\_\_

DBE \_\_\_\_\_ Non-DBE \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Firm Mailing Address \_\_\_\_\_

Phone Number: \_\_\_\_\_

DBE \_\_\_\_\_ Non-DBE \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Firm Mailing Address \_\_\_\_\_

Phone Number: \_\_\_\_\_

DBE \_\_\_\_\_ Non-DBE \_\_\_\_\_

**SUBMITTED BY (Signature)**

\_\_\_\_\_

**AGENCY/COMPANY NAME**

\_\_\_\_\_

Submit this form to **Ulster County Purchasing Department** as a part of your original  
**proposal package.**



**COUNTY OF ULSTER – PURCHASING DEPARTMENT**

THIRD FLOOR, 310 FLATBUSH AVE, KINGSTON, NY 12401  
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: [www.co.ulster.ny.us/purchasing/](http://www.co.ulster.ny.us/purchasing/)

RFP NAME: **City of Kingston Broadway Conceptual  
Design Plan**

RFP NO.: **RFP-UC13-61**

Pg 62

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- (1) The responder certifies to the best of its knowledge that it and its principals-
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business with any Federal department or agency;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or the commission of embezzlement, theft, forgery, bribery, falsification, the destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) If the responder is unable to certify to any of the statements in this certification, he/she/it must attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the responder for contracts to be let by the County of Ulster.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Name of Firm)

By \_\_\_\_\_  
(Title)

